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**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) ALTERNATE I (OCT 1997)**

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on

the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show—
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation,

it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.



- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

- (a) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror may be preexisting or a newly formed business entity for the purposes of competing for this Contract.
- (b) The term "major subcontractor" as used in this Section L is defined as proposed subcontractors with a proposed subcontract annual cost equal to \$10 Million or more at any tier of the proposed organization.
- (c) Proposal Due Date. Proposals must be received in accordance with L.6. L.1 describes the treatment of late submission, modification, revision, and withdrawal of proposals.

- (d) Overall Arrangement of Proposal. Proposals, including any subcontractor, and all teaming or other contractor arrangements, are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in writing and electronic format as follows:

<u>Proposal Volume — Title</u>	<u>Copies Required</u>
Volume I - Offer and Other Documents	1 original, 5 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 10 copies and 5 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 10 copies and 5 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.5 for cost proposal information). The electronic media versions provided shall be searchable. The CD-ROMs are provided for SEB evaluation convenience only. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (e) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (f) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Representations and Certifications (which are to be submitted with the volume entitled “Offer and Other Documents”), Reporting Requirements Forms, and Cross Reference Matrix.

- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (i) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be single sided. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number, date, name of Offeror, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.

Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.

- (j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (k) Cross-Reference Matrix. The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to

the Performance Work Statement (PWS), Section L, and Section M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.

- (l) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (m) Point of Contact. The CO is the sole point of contact during the conduct of this procurement.
- (n) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (o) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (p) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (q) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (r) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, any teaming agreements, and/or arrangements with major subcontractors regarding the nature and extent of the work to be performed under this solicitation (see Section L.3). DOE reserves the right to require consent to subcontract for each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).
- (s) Reading Room(s). An electronic reading room is available at <http://www.emcbc.doe.gov/PaducahRemediation/index.html>. A public reading room containing historical Paducah Site information is available at the following location:

Paducah Environmental Information Center  
115 Memorial Drive  
Barkley Centre  
Paducah, Kentucky 42001-6793

- (t) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

DOE Center--Doing Business with DOE: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.arnet.gov/far/index.html>

Federal Business Opportunities (FedBizOpps):  
<http://www.fbo.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:  
[http://management.energy.gov/policy\\_guidance/procurement\\_acquisition.htm](http://management.energy.gov/policy_guidance/procurement_acquisition.htm)

Interactive Industry Procurement System (IIPS) Users Guide for Contractors: <http://doe-iips.pr.doe.gov>

### **L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS**

- (a) General. Volume I, Offer and Other Documents, consists of the following documentation. Offerors shall assemble the information for Volume I organized in the sections as discussed below.
- (1) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.
  - (2) Representations and Certifications. Representations, Certifications and Other Statements of the Offeror (Part IV-Section K of the solicitation), shall be fully executed by an authorized representative of the Offeror.
  - (3) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into

discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. **ANY EXCEPTIONS, DEVIATIONS, OR CONDITIONAL ASSUMPTIONS TO THE TERMS OF THIS SOLICITATION MAY CONSTITUTE A DEFICIENCY THAT MAKES THE OFFER UNACCEPTABLE. IF AN OFFEROR PROPOSES EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, DOE MAY MAKE AN AWARD TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.**

- (4) Subcontracts. Based on the list of subcontracts of the incumbent Contractor posted at <http://www.emcbc.doe.gov/PaducahRemediation/index.html> under this procurement action, the Offeror should identify any subcontracts it may want to have assigned if available. The Government does not guarantee the availability of any subcontracts.
- (5) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.

If the Offeror is a joint venture, LLC, or other teaming arrangement formed for the purposes of performing this contract, the Offeror must provide a copy or draft of the joint venture, LLC agreement or teaming arrangement.

In addition, if an Offeror believes it is unable to meet the responsibility requirements of FAR Part 9, solely because of its limited liability corporate structure or joint venture, then it should

provide a performance guarantee that is fully executed by all partner/parent companies of the LLC, joint venture or teaming arrangement. The provision of a performance guarantee does not in and of itself make the Offeror responsible, rather it will allow the DOE to consider the responsibility of the companies that are signatory to the performance guarantee when making a responsibility determination of the Offeror. A model performance guarantee is provided in Attachment L-10.

- (b) The signed original of all documents requiring signature by the Offerors shall be contained in the original volume.

#### **L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL**

The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, and approach to satisfy the requirements of the PWS. The Offerors shall address each section of the PWS. No cost information shall be included in the Technical Proposal.

The format and content of Volume II, Technical Proposal, shall consist of the following:

- (a) **Organization and Key Personnel** (Page limits for this section, resumes, and letters of commitment are included below.)

The Offeror shall describe its management organization and address the organizational structure proposed (with organization chart detailing functional elements to the first tier supervisors), including major subcontractors, and the rationale for that structure to support the planned approach to execute the work. The Offeror shall also describe the line management responsibilities and relationships within the overall organizational structure. The Offeror shall describe its yearly staffing plans including crew sizes, labor mix, and crew shifts to support the Offeror's planned approach to complete the PWS requirements. The explanation for the organization and staffing shall not exceed ten (10) pages.

The key personnel positions include the Project Manager, the Environment, Safety and Health Manager, the Regulatory Compliance Manager, and any other key positions to be designated by the Offeror. The Offeror shall provide its explanation for the designation of key personnel positions relative to the approach to the management and execution of the project work proposed by the Offeror. The explanation for the designation of key personnel positions shall not exceed two (2) pages

and shall include the rationale for the selection of all of the key personnel named by the Offeror.

The Offeror shall provide written resumes for key personnel which describe their education, leadership, and relevant experience on work similar to that described in the PWS. Resumes shall be provided for the Project Manager, the Environment, Safety and Health Manager, the Regulatory Compliance Manager, and for any other key positions designated by the Offeror. The resumes shall describe how work experience relates to the Paducah Remediation Performance Work Statement and demonstrates capability to function effectively in his/her proposed team position. The resumes shall be provided in the format shown in Attachment L-1. Letters of commitment shall be provided in the format shown in Attachment L-2, and shall not exceed one (1) page. Failure to submit letters of commitment and resume formats as shown may result in the Offeror receiving a lower rating. Upon award, the key personnel will become part of the Section H clause entitled "Key Personnel."

Each resume shall not exceed two (2) pages in length. The DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all references and other sources including those not provided by the Offeror. The DOE reserves the right to use any information received as part of its evaluation of the key personnel.

- (b) **Technical Approach** (The technical approach section shall not exceed 75 pages.)

The Offeror shall describe its approach by Work Breakdown Structure (WBS) to the management and execution of project work. The Offeror shall describe how it is going to execute each of the requirements of the PWS. Sufficient detail shall be provided to communicate the Offeror's understanding of the requirements of the PWS. In more detail, the Offeror shall describe how it will execute the work for the burial grounds operable unit project and for the dissolved phase plumes remediation as if the baseline assumptions are accurate and the described work in Section C will be performed.

The Offeror shall provide a WBS correlating its approach to the project work. The Offeror shall include a crosswalk which correlates its WBS to the PWS. The Offeror shall provide a WBS and WBS description, at a minimum, to Level 4.

The Offeror shall provide an integrated critical path method schedule through contract completion for the activities defined in the PWS corresponding to the Offeror's proposed WBS.



The Offeror shall describe its sequence of work, including a description of the critical path, associated with remediation and disposition of land sites, groundwater, and surface water; facility decontamination and decommissioning; and waste storage facility operation and waste disposition.

The Offeror shall describe its approach to achieve regulatory approval for the proposed execution of project work. The Offeror shall demonstrate the integration of the regulatory approach with project management and execution. The Offeror shall describe, in sufficient detail, plans to obtain the regulatory approvals to implement the proposed approach.

(c) **Relevant Experience** (The experience section shall not exceed 10 pages.)

The Offeror shall describe corporate experience in performing relevant work similar in size, scope and complexity to that described in the PWS. The Offeror shall submit information regarding its experience as well as relevant experience of any major subcontractors and if a newly formed entity, the experience of each of the members. This information shall be provided in sufficient detail to clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or member of joint ventures, LLC, or other teaming arrangement) under the Offeror's proposed approach. The Offeror shall provide information for up to three (3) contracts for the Offeror and up to three (3) contracts for each major subcontractor. If the Offeror is a newly formed entity, such as a joint venture, LLC or other teaming arrangement, the Offeror shall provide information for up to three (3) contracts for each of the members of the joint venture, LLC and other teaming arrangement. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type, contact name, address, and phone number; and duration of the contract. The Offeror shall provide examples where the Offeror used corporate capability to provide support and problem-solving resources.

The experience information for each of the referenced contracts shall identify the portion of the work (size, scope and complexity) performed by the Offeror under the referenced contract. For example, if the Offeror was a partner company in an LLC or a major subcontractor during the performance of the referenced contract, then the Offeror shall identify the portion of the work the Offeror performed as a partner company or a major subcontractor during the referenced contract.

For the purposes of L.4.(c), size, scope and complexity are defined as follows:

Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., groundwater remediation, waste management, facility D&D, soil remediation, surface water remediation, or project support). Complexity is defined as performance challenges (e.g., types of waste, facility type, radioactive hazards, decontamination, facility demolition, or regulatory environment).

- (d) **Past Performance** (Each Attachment L-3 Past Performance Reference Information Form shall not exceed 2 pages.)

The Offeror shall submit the following information as part of its proposal:

- (1) A written Past Performance Reference Information Form, Section L, Attachment L-3, for three (3) contracts similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress during the past five (5) years for the Offeror as well as for each member of joint ventures, LLC, or other teaming arrangement newly formed for purposes of performing this contract, if any. A written Past Performance Reference Information Form, Section L, Attachment L-3 shall also be submitted for one (1) contract for each major subcontractor that is similar in size, scope and complexity to the work described in the PWS which has been completed or is in progress during the past five (5) years. Contract work for State and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts.

The Reference Information Form shall identify the portion of the work (size, scope and complexity) performed by the Offeror specified in the form and for the contract specified in the form. For example, if the Offeror specified in the reference form was a partner company in an LLC or a major subcontractor during performance of the reference contract, then the form shall identify the portion of the work the Offeror performed as a partner company or a major subcontractor during the reference contract.

- (2) The Offeror is encouraged to and may provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems. The problems should have been caused directly by the Offeror or ones that resulted from the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries or fatalities; Price Anderson enforcement actions; regulatory notices

of violation resulting from environmental non-compliances; missed milestones; cost overruns.

- (3) The Offeror shall submit its environment, safety and health past performance information for the year-to-date and the past five years, on all public and private contracts, as shown in Section L, Attachment L-4, ES&H Past Performance Form. One Attachment L-4 shall be submitted for the Offeror as well as for each major subcontractor and each member of joint ventures, LLC or other teaming arrangement newly formed for purposes of performing this contract, if any. The Offeror shall identify the size, scope and complexity for each contract under which an incident or event occurred.
- (4) The Offeror shall provide the Past Performance Questionnaire, Section L, Attachment L-5, to each of the clients named on Attachment L-3. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified on Attachment L-5 no later than five (5) weeks after issuance of this solicitation.
- (5) The Offeror shall provide Attachment L-6, List of Terminated Contracts (terminated by default partially or completely) within the past five (5) years.
- (6) The Offeror shall identify the portion of work (size, scope and complexity) to be performed by each entity (LLC member, partner company, major subcontractor) for this solicitation.
- (7) For the purposes of L.4.(d), size, scope and complexity are defined as follows:

Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., groundwater remediation, waste management, facility D&D, soil remediation, surface water remediation, or project support). Complexity is defined as performance challenges (e.g., types of waste, facility type, radioactive hazards, decontamination, facility demolition, or regulatory environment).

Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any Federal Government electronic databases, and that the information obtained may be used for both the responsibility determination and the past performance evaluation.

## L.5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST AND FEE PROPOSAL

Offerors shall provide proposed cost and fee by providing completed Section B clauses entitled, "Estimated Cost, Base, and Award Fee" and "Option for Additional Services". Supporting detail for Section B shall be provided under this Volume III, Cost and Fee Proposal, in accordance with the instructions in this provision. Offerors shall provide proposed cost for all activities included in Section L Attachment entitled, "Summary of Cost Worksheets". Although this solicitation intends to simplify cost and fee proposal preparation, this simplification is not intended to limit an Offeror's technical approach for each area in which cost information is requested.

**Instructions – Cost and Fee Proposal** - The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.
- (c) The Offeror shall propose cost by fiscal year for all fiscal years and in total corresponding to the cost for performing the Performance Work Statement (PWS). For proposal preparation purposes, Offerors shall assume an anticipated award date of July 1, 2009 with a ninety (90) day contract transition period; therefore, Offerors shall assume work associated with the PWS will start on October 1, 2009. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.2 below. Proposed costs shall be provided based on the definitions of fiscal years noted in Table L.2. The Offeror shall not assume fiscal year carryover.

**Table L.2 Anticipated Funding Profile for Paducah Remediation (\$ M):**

	Fiscal Year						
	2009	2010	2011	2012	2013	2014	TOTAL
Basic Term	\$2	\$84	\$100	\$127	\$82	\$123	\$518
Option Item 002				\$1.5	\$2.5		\$4
Option Item 003						\$14	\$14

Fiscal Year (FY) is defined as the period October 1 to the following September 30. For example, FY2010 is the period October 1, 2009 through September 30, 2010. FY 2009 is defined as the anticipated ninety (90) day contract transition period that covers the period between July 1, 2009 through September 30, 2009. Table L.2 provides the Government's good faith estimate as of the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile. Available funds depend on Congressional appropriations and priorities within the DOE. The anticipated funding profile covers the contract transition period. Contract transition costs shall be included as part of the total estimated cost.

- (d) The Offeror shall propose total estimated cost, base fee and total available award fee in accordance with Section B.2, Section B.4(a)(1) (Option Item 002) and Section B.4(a)(2) (Option Item 003). In demonstrating the Offeror's compliance with funding restrictions, the Offeror shall spread the proposed total available base and award fee over the number of months covering contract performance. The Offeror should then apply the results to the number of months on each fiscal year to calculate fee each fiscal year. The Offeror shall provide a narrative description of how fee is calculated, as well as, describe the rationale for its proposed award fee. The description shall include a description of how fee relates to the Offeror's assumption of cost risk.
- (e) The Offeror shall format and present cost and fee information by completing the required cost templates in Section L, Attachment L-7 and attached Excel cost spreadsheets.
- (f) The Offeror shall prepare its cost information in accordance with the following instructions:
  - (1) Cost Worksheets. Format and present all cost information to provide full traceability between the completed Section L, Summary of Cost Worksheets provided as Attachment L-7, Direct Labor Hours Worksheet provided as Attachment L-8, Waste Quantities and Cost Worksheet provided as Attachment L-9 and with the information required in the technical proposal.
  - (2) WBS. The Offeror shall use the PWS structure set forth in Section C for the structure for the cost proposal.
  - (3) Schedule. The Offeror shall provide a resource loaded schedule (utilizing the current version of Primavera Systems, Inc., Enterprise for Construction<sup>®</sup> software), which shows individual activities for each WBS element in the Section L Attachment L-7 entitled "Summary of Cost Worksheets". The schedule activities shall be presented at one level of detail below the Section L-7 Attachment "Summary of Cost Worksheets" and include logic ties. This schedule shall be fully traceable to Volume II, Technical Proposal. For those WBS elements for which DOE provided cost, the

schedule shall reflect the provided cost as a resource, consistent with the fiscal year allocation in the Section L-7 Attachment entitled "Summary of Cost Worksheets".

- (4) Discriminating/Non-Discriminating Activities. For proposal preparation purposes, the cost/pricing instructions divide the PWS into two groups of activities requiring separate cost/pricing instructions. The two groups are defined as "discriminating" and "non-discriminating" activities. Discriminating activities are defined as activities, within the PWS, relating to work the Offerors have the ability to prescribe an approach and the related cost of implementing the proposed technical approach. Whereas, non-discriminating activities are defined as activities, within the PWS, with DOE provided costs to which the Offerors will apply its applicable indirect rates.. The following describes the cost/pricing instructions for each of the two groups of activities (discriminating and non-discriminating):

**(A) Discriminating Activities (Offeror proposed costs):**

- (i) WBS. The cost proposal shall include a breakdown of cost correlated with the PWS and consistent with the Offeror's technical proposal (including the proposed integrated critical path method schedule), at a minimum, one level lower than each of the lowest PWS elements in Section C of the RFP.
- (ii) Basis of Estimate. Provide a Basis of Estimate that thoroughly documents all estimates. A Basis of Estimate description shall be provided for each activity at the lowest level in the estimate. If the estimate is repeated within the proposal and would result in duplication of the Basis of Estimate note multiple times, then that note may be shown at a sufficiently higher level to cover all the instances where that estimate is used. In cases where parametric estimates or models are used, the Basis of Estimate shall thoroughly describe each model type once, but a separate description is not required each time the model is used in the estimate.

The detailed narrative description shall be organized by WBS and include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site conditions (including all major assumptions that were used to establish the site condition by PWS), supporting

rationale, summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's cost to perform the contract requirements and sources of estimating information), and other related information to provide clarity and understanding of the Offeror's basis of estimate. Offerors shall clearly indicate for each PWS by cost element (direct labor, direct material, etc.) (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element. Offers shall be sufficiently detailed to demonstrate reasonableness and realism.

The Basis of Estimate may be incorporated into the estimate file or may be a standalone document that is separate from the estimate calculations. Back-up supporting documentation (for example, Timberline estimates back-up documentation) supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by category cumulative for the project and by fiscal year and quantities and unit pricing for other than direct labor costs cumulative for the project and fiscal year (for example, number of units multiplied by unit costs of material, parameters, values, model approach and model calibration [where parametric estimates were used]).

- (iii) Cost Elements. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost (under \$5 million), disposal costs (by location), transportation cost (truck, rail, or other methods), treatment cost, supplies, travel, relocation, other direct costs, joint venture/LLC member/ other teaming arrangement/subcontractors (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-7 shall be completed cumulatively for the entire period of performance by PWS and by fiscal year by PWS.

- (iv) Labor Rates: The Offeror has the ability to propose its own direct labor rates for labor categories; however, the Offeror's proposed direct labor rates shall be at least the applicable average direct labor rates for all incumbent workforce employees projected to perform the PWS, in a document titled "Incumbent Employee Average Labor Rates" provided under the "Workforce Breakdown and Pay and Benefits" section at <http://www.emcbc.doe.gov/PaducahRemediation/index.html>. Provided direct labor rates represent straight time pay rates only. Any premium differentials (such as overtime, shift differentials and etc.) shall be computed by the Offeror. If the Offeror uses other than the provided direct labor rates for incumbent employees, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

Direct labor rates for management employees and non-incumbent employees shall be separately estimated by the Offeror. The Offeror shall provide documentation to support the labor rates proposed for management and non-incumbent employees.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,880 hours/year.

- (v) Direct Labor Hours. The Offeror shall use the format shown in Section L, Attachment L-8 to provide a direct labor hour summary by Offeror's hours, subcontractor hours, joint venture's hours, LLC members hours, and any other direct labor hours, cumulatively in total and by fiscal year, showing the total estimated direct labor hours required to complete the PWS and remain consistent with its technical proposal (including the proposed integrated critical path method schedule). The Offeror shall provide direct labor hour summary, at a minimum, one level lower than each of the lowest PWS elements in Section C of the RFP. The information provided in the worksheet shall be fully traceable to the cost proposal and the yearly staffing plans provided in the technical proposal under Organization and Key Personnel. Additionally, the Offeror shall provide the breakout of the direct labor hours between incumbent and non-incumbent hours.



- (vi) Fringe Benefits. The Offeror has the ability to propose its own fringe benefit rate(s) for each type of employee (Incumbent and Newly Hired Union Personnel, Non-Union Incumbent Personnel, Newly Hired Non-Union Personnel and Management Personnel); however, the Offeror's proposed incumbent fringe benefit rates shall be at least the fringe benefit rates provided in a document titled "Projected Incumbent Employee Fringe Benefit Rates" (for Incumbent and Newly Hired Union Personnel and Non-Union Incumbent Personnel) provided under the "Workforce Breakdown and Pay and Benefits" section at <http://www.emcbc.doe.gov/PaducahRemediation/index.html>. The fringe benefit rates provided or proposed by the Offeror shall be applied to direct labor costs associated with the Incumbent and Newly Hired Union and Non-Union Incumbent workforce that are not covered under a market based fringe benefit program. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration (including MEPP/MEWA administration), vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the proposed incumbent active workforce not covered by a market based fringe benefit program (vice retired/disabled workers) are accounted for using the provided fringe benefit rates.

The fringe benefit rates for management employees and non-incumbent employees shall be separately estimated by the Offeror. The Offeror shall provide documentation to support the fringe benefit rates proposed for management and non-incumbent employees.

- (vii) Subcontracts. The Offeror's cost proposal shall identify the proposed costs for all joint ventures, LLC members, other teaming arrangements, or subcontractors (\$5 million or more) to the detail required by L.5(f)(4)(a)(ii) and (iii). Joint ventures', LLC members', other teaming arrangements', and subcontractors (\$5 million or more) cost proposals shall be provided by the Offeror, which reconcile to the proposed costs in the Offeror's proposal correlated with the PWS, consistent with its technical proposal. Cost data shall be fully supported.

- (viii) Waste. The Offeror shall use the format shown in Section L, Attachment L-9 to provide a separate summary table of waste quantities by waste type in cubic feet by fiscal year and in total by PWS. The Offeror shall provide the summary of waste quantities, at a minimum, one level lower than each of the lowest PWS elements in Section C of the RFP. This waste summary table shall be supplemented by additional tables that include all costs associated with waste disposition including treatment, transportation (by truck, rail or other means) and disposal (separate detailed computations shall be provided for treatment transportation and disposal cost by PWS) for each waste type by fiscal year. The basis of estimate associated with information provided in the waste summary table (including the additional tables) shall be fully explained in supporting documentation. The Offeror shall provide the necessary documentation reconciling the estimated quantities stated in Section C with the waste quantities being dispositioned (throughput) for each waste type.

For proposal preparation purposes, the Offeror shall assume the MTRU/TRU identified in Table C.1.2(a) will be disposed of in the following manner: 162 ft<sup>3</sup> will be disposed of as LLW and the remaining quantity of 54 ft<sup>3</sup> will be disposed of as MTRU/TRU.

**(B) Non-Discriminating Activities (DOE provided Costs):**

For proposal preparation purposes, the Offeror shall use the amounts shown below for proposed costs for all non-discriminating activities directly associated with the following PWS areas:

- Surveillance and Maintenance of DOE Facilities C.1.3.4 (\$5.0M)
- Preparation for Transition to GDP D&D C.1.3.5 (\$20.8M)  
(includes \$3.0M for Option Item 002 and \$12.6M for Option Item 003)
- Surface Water Operable Unit C.1.5 (\$13.0M)
- Polychlorinated Biphenyl Activities C.1.7 (\$8.5M)
- Environmental Monitoring and Reporting C.1.8 (\$26.3M)
- Integrated Safety Management System C.1.10.2 (\$1.4M)
- Administration C.1.10.4 (\$13.0M)
- Transportation C.1.10.5 (\$1.0M)
- Records Management C.1.10.6 (\$1.0M)
- Safeguards and Security C.1.10.7 (\$1.0M)

- Property Management C.1.10.8 (\$.9M)
- Energy Efficiency C.1.10.9 (\$.4M)
- Computer/Radio/Telephones C.1.10.10 (\$1.7M)
- DOE Consolidated Audit Program (DOECAP) C.1.10.11 (\$.6M)

The Offeror shall include the \$94.6M identified in Attachment L-7 as part of the total estimated cost in accordance with Section B.2 (Estimated Cost, Base and Award Fee - Base Period), Section B.4(b)(1) (Option Item 002) and Section B.4.(b)(2) (Option Item 003). The Offeror will not be allowed to change the assigned dollar figures with the exception to apply its proposed mark-up costs (e.g., indirect rates, overhead, G&A), if applicable and applying the base and award fee dollar amounts.

- (g) Indirect Rates. The Offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, other teaming arrangement, and subcontractor (over \$5 million).
- (h) The Offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement as part of the Offer, Volume I that the Offeror will not attempt to recover corporate home office costs during the course of the contract.
- (i) Waiver of Facilities Capital Cost of Money (FCCOM): The solicitation includes Section I FAR clause 52.215-17 entitled, "Waiver of Facilities Capital Cost of Money"; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.
- (j) Contract Transition Cost:

- (1) Transition period is the time between award of the contract and the date the Contractor assumes full responsibility. For proposal preparation purposes, the Offeror shall assume a 90 calendar day transition period.
- (2) The Offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the Offeror's preferred format but shall address the cost of the transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate(s)), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. For proposal preparation purposes, the Offeror shall assume no facilities or equipment are available at the time of transition.
- (k) Escalation. The Offeror has the ability to propose its own escalation factors (including supporting documentation) for both direct labor and other than direct labor costs; however, the Offeror's proposed escalation factors shall be at least the escalation rates for direct labor costs and all other than direct labor costs of 3.0 percent and 2.0 percent, respectively, for all fiscal years.
- (l) The Offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Section L.2 for quantities to be provided of each): Attachments L-7, L-8 and L-9, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (m) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).
- (n) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the

Offeror is a joint venture, LLC, other teaming arrangement, or has subcontractor(s) (\$5 million or more), this data must be provided for each entity.

- (o) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC, joint venture, or other teaming arrangement, and each subcontractor that is performing work estimated to be \$5 million or more.
- (p) Responsibility Determination and Financial Capability: FAR 9.104(a), General Standards, requires that a prospective Offeror have adequate resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not limited to, the following:
  - (i) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) years;
  - (ii) The information in subparagraph (1) above for each member of the contractor team arrangement (FAR 9.6) if a team arrangement is used; and,
  - (iii) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly or severally if more than one, to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

- (q) If the Offeror, joint venture, LLC member or other teaming arrangement is covered by Cost Accounting Standards (CAS), the entities shall identify the cognizant Government audit agency or other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.
- (r) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this contract that is in addition to the list of GFP provided in Section J, Attachment J-3.
- (s) In order to determine the Offeror's compliance with the Limitations on Subcontracting (FAR 52.219-14), the Offeror must provide the following:
  - (1) If the Offeror is a joint venture/LLC member, other teaming agreement, and/or has subcontractors, the Offeror must provide a copy of the joint venture, LLC agreement and/or other teaming agreement (if applicable) and/or a copy of any agreement with the subcontractor(s) and provide a breakout of each element of work to be performed as stated in paragraph L.5(f)(4)(A). Indicate the percent of contract performance for personnel as defined in subparagraph (2) below:
  - (2) The Offeror shall provide a chart breaking out the personnel costs as follows. The cost shall be broken out as described in paragraph L.5(f)(4)(A) for the Offeror, and/or each joint venture/LLC member, and/or other teaming arrangement(s), and/or each major subcontractor further by cost incurred for personnel (showing calculations). Cost should include direct labor costs and any overhead, which has only direct labor as its base, plus the concern's general and administrative rate multiplied by the labor costs divided by total personnel cost.

#### **L.6 TIME, DATE, AND PLACE PROPOSALS ARE DUE**

- (a) Mailed proposals shall be marked as follows:

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

U.S. Department of Energy  
Consolidated Business Center  
Paducah Remediation Project Source Evaluation Board  
175 Tri-County Parkway, Suite B  
Springdale, OH 45246  
ATTN: Mr. William Hensley

Solicitation No.: **DE-RP30-09CC40020**

**Due:** **4:00 PM Eastern Time**      **March 17, 2009**  
          (Time)                                  (Date)

- (d) All proposals are due NO LATER THAN **4:00 PM Eastern Time on March 17, 2009**. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)
- (e) If the Offeror elects to forward the offer by means other than the U.S. mail, it assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed as if for mailing.

**L.7 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

**L.8 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus-award-fee (CPAF) contract resulting from this solicitation.

**L.9 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

**L.10 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT –  
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)  
(DOE DEVIATION) (FEB 2008) ALTERNATE I (DOE DEVIATION) (FEB 2008)**

- (a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause 52.225-11 of this solicitation entitled "Buy American Act-Construction Materials Under Trade Agreements (DOE Deviation) (FEB 2008)"
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of M clause 52.225-11.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.



- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or (ii) May be accepted if revised during negotiations.

**L.11 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (As Modified by DEAR 952.233-2)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from William Hensley, U.S. Department of Energy Environmental Management Consolidated Business Center, 175 Tri-County Parkway, Suite B, Springdale, OH 45246.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.12 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations	<a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a>
Department of Energy Acquisition Regulations	<a href="http://management.energy.gov/DEAR.htm">http://management.energy.gov/DEAR.htm</a>

**L.13 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)**

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small

businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

**L.14 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

**L.15 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the CO prior to filing a protest.

**L.16 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE FACILITIES**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

- (c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

#### **L.17 CORPORATE GOVERNANCE**

The offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

#### **L.18 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I – The Schedule; Part II – Contract Clauses; and Part III, Section J – List of Documents, Exhibits and Other Attachments.

#### **L.19 NUMBER OF AWARDS**

The Government contemplates award of one contract resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

#### **L.20 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (Note: For informational purposes only. Offerors are not required to submit proposal information in response to this section.)**

- (a) This procurement has been set aside for small business. In order to ensure that award is made to eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R 121). In particular, Offerors proposing a joint venture, LLC, subcontracting or

another form of teaming arrangement should review 13 C.F.R. 121.103, "What is affiliation?", prior to submitting a proposal.

- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and on the CO. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.
- (c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationship are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will be performing primary and vital requirements of a contract.
- (d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.
  - (1) The SBA considers whether proposed subcontracting, partnerships, joint venture, LLC, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, joint venture participants or partners, performed the primary or vital portions of the Performance Work Statement. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
  - (2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.
  - (3) The SBA considers the extent to which the Offeror directly employs key personnel (Program Manager, Project Manager, etc.)
  - (4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture (see 13 CFR

121.103(f)(3)), the SBA considers whether the majority of the technical expertise resides among the joint venture members.

- (5) The SBA considers the Offeror's profit sharing arrangements with it proposed subcontracting or other entities.
- (6) In reviewing affiliation between the Offeror and its proposed subcontractor(s) or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationship between the Offeror and that entity.

#### **L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION**

This acquisition is set aside for small business. The size standard for this solicitation is 500 employees and the North American Industry Classification System (NAICS) code is 562910.

#### **L.22 FALSE STATEMENTS**

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **L.23 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

#### **L.24 RESPONSIBLE PROSPECTIVE CONTRACTORS**

The general requirements for responsible prospective contractors set forth at FAR 9.104-1 apply. The Government may use one or more methods available to determine contractor responsibility.

#### **L.25 ACCESS TO CLASSIFIED MATERIAL**

Performance under the proposed contract does involve access to classified material.

#### **L.26 DISPOSITION OF PROPOSALS**

Proposals will not be returned (except in the case of timely withdrawals prior to RFP closing) and will be appropriately dispositioned.

**L.27 AUTHORIZED NEGOTIATORS**

The Offeror or Bidder represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Organization</u>	<u>Telephone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**L.28 SITE VISIT**

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site tours will be conducted the week of February 2, **2009**. The location of site tours is at the Paducah Gaseous Diffusion Plant Site which is located at 5600 Hobbs Road, Kevil, Kentucky, 42053. The facility is located approximately 8 miles west of Paducah, Kentucky. Any interested company shall submit a request to attend the site tour to the following email address: [paducahrem@emcbc.doe.gov](mailto:paducahrem@emcbc.doe.gov). There is a limit of two representatives per company. All companies must submit their requests that include company name, company DUNS code, name of individual, title of individual, citizenship and phone number **no later than 4:00 P.M. Eastern Time, January 28, 2009**. Only U.S. Citizens are permitted. A valid form of picture ID must be provided to security personnel in order to obtain entrance to the site. No photographs or audio/video recording devices are permitted at the site tours. Any interested company will be able to submit questions to [paducahrem@emcbc.doe.gov](mailto:paducahrem@emcbc.doe.gov). Additional information regarding the site tours will be posted to <http://www.emcbc.doe.gov/PaducahRemediation/index.html>.

**L.29 PRE-PROPOSAL CONFERENCE**

- (a) A pre-proposal conference for the Paducah Remediation RFP will be held on February 6, **2009 at 8:00 a.m. Eastern Time** at the following location:

**Luther F. Carson Four Rivers Center  
100 Kentucky Avenue  
Paducah, Kentucky 42003**

- (b) Any interested company may submit a request to attend the pre-proposal conference to the following email address: paducahrem@emcbc.doe.gov. There is a limit of two representatives per company. All companies must submit their requests that should include company name, name of individual, title of individual, and phone number **no later than 4:00 P.M. Eastern Time, January 28, 2009.** No photographs or audio/video recording devices are permitted at the conference. Any interested company will be able to submit questions in writing to a drop box located at the pre-proposal conference. Additional information regarding the pre-proposal conference will be posted to <http://www.emcbc.doe.gov/PaducahRemediation/index.html>.

### **L.30 QUESTIONS**

Questions concerning this RFP shall be submitted via e-mail to paducahrem@emcbc.doe.gov. All questions must be submitted within 30 calendar days of the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond. Responses to questions will be posted at <http://www.emcbc.doe.gov/PaducahRemediation/index.html>.

### **L.31 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS**

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE contractors) to assist with evaluation of proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See Solicitation Section K.6, Agreement to Use Non-Federal Evaluators.

### **L.32 LIST OF SECTION L ATTACHMENTS**

<b><u>Attachment No.</u></b>	<b><u>Description</u></b>
L-1	Resume Format
L-2	Letter of Commitment
L-3	Past Performance Reference Information Form
L-4	ES&H Past Performance Form
L-5	Past Performance Questionnaire
L-6	List of Terminated Contracts
L-7	Summary of Cost Worksheets
L-8	Direct Labor Hours Worksheet
L-9	Waste Quantities and Cost Worksheet
L-10	Performance Guarantee Agreement



**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ATTACHMENT L-1 – RESUME FORMAT**

Name:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Current Position and Employer:

Length of Employment:

Supervisor:

Address and Telephone Number:

Relevant Experience: (Current and at least two (2) previous employers or positions)  
(Identify, in sequential order, dates of employment, employers, position titles, specific duties and responsibilities. Address specific information on work experience that relates to the Paducah Remediation Performance Work Statement and demonstrates capability to function effectively in his/her proposed team position.)

Leadership:  
(Identify specific examples of demonstrated leadership as opposed to just leadership positions held.)

Education:  
(Identify institution, degree earned, dates or state “no degree” if applicable)

References [provide three (3)]:  
(Name, title, company/organization, address, phone number)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ATTACHMENT L-2 – LETTER OF COMMITMENT**

Letter of Commitment      (Instructions: Attach to each resume a complete,  
signed copy.)

Position:

\_\_\_\_\_

Individual proposed for the position:

\_\_\_\_\_  
(print name)

I \_\_\_\_\_(print name) attest that  
the statements set forth in the attached resume submitted as part of the proposal are  
true and correct.

If the Offeror is awarded the contract, I commit to working in the position identified  
above for the duration of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**  
**ATTACHMENT L-3 – PAST PERFORMANCE REFERENCE INFORMATION FORM**

**Name of Offeror:** \_\_\_\_\_

**Name of parent company contract awarded to if different from Offeror:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**Client Point of Contact:** Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

**Period of Performance:**

**Start Date:** \_\_\_\_\_ **Completion/Termination Date:** \_\_\_\_\_

**Provide reason if terminated for cause:**

**Type of Contract:** \_\_\_\_\_ **Dollar Amount:** \_\_\_\_\_

**Description of Services including the identification of the portion of the work (size, scope and complexity) performed by the Offeror during this contract (Describe problems encountered and their resolution using corporate capability support and resources):**

**Regulator Point(s) of Contact (Provide the information below for the principal regulators that were responsible for oversight or compliance.)**

**Name:** \_\_\_\_\_  
**Agency:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****ATTACHMENT L-4 – ES&H PAST PERFORMANCE FORM**

*(Minimum information required for each member of Offeror's team, unless not applicable. If not applicable, provide explanation as to why the requested information does not apply. If "zero," enter "0." The Offeror shall identify the size, scope and complexity for each contract under which an incident or event occurred)*

<b><i>Fiscal Year or Calendar Year</i></b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008 YTD</b>
(1) Number of Workplace Fatalities – <i>all employee workplace fatalities, including subcontractors under your control.</i>						
(2) Lost Workday Case (LWC) Rate – <i>number of lost workday cases per 200,000 hours worked.</i>						
(3) Total Recordable Case (TRC) Rate – <i>number of recordable cases per 200,000 hours worked.</i>						
(4) Experience Modification Rate (EMR) – <i>workers compensation loss experience rate.</i>						
(5) Cited Environmental Violations – <i>number and total dollar amount of environmental violations and penalties cited in enforcement actions.</i>						
(6) Cited Safety and Health Violations – <i>number and total dollar amount of safety and health violations and penalties cited in enforcement actions; e.g., NRC, Price-Anderson, Federal and/or State OSHA violations, and/or any other enforcement actions.</i>						
(7) Releases to the Environment – <i>number of releases or a hazardous substance or regulated pollutant that exceeds CERCLA reportable quantity per 40 CFR 302 and 40 CFR 355.</i>						
(8) Environmental Permit Exceedances – <i>number of exceedances of air and water permit release levels not reported under (7) above.</i>						

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****ATTACHMENT L-5 – PAST PERFORMANCE LETTER AND QUESTIONNAIRE****Past Performance Letter**

Date \_\_\_\_\_

Dear: \_\_\_\_\_

The Department of Energy (DOE) is asking for your assistance in a procurement effort. \_\_\_\_\_ is participating in a proposal for a DOE contract. We are asking you to complete the attached questionnaire to help us evaluate \_\_\_\_\_'s performance.

Please use the following definitions to provide your ratings:

0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.

1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.

2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.

3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.

4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.

NA - Not applicable

DK - Don't know. No knowledge available to rate this question.

Please feel free to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

**ATTACHMENT L-5 – Continued**

We greatly appreciate your time and assistance in completing this questionnaire.

Please return the completed questionnaire by \_\_\_\_\_ to:

U.S. Department of Energy  
Consolidated Business Center  
Paducah Remediation Project Source Evaluation Board  
175 Tri-County Parkway  
Springdale, OH 45246  
Attn: Mr. William Hensley

**ATTACHMENT L-5 -- Continued****Past Performance Questionnaire**

**0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable, DK=Don't Know**

Did the contractor comply with contract requirements, and submit accurate reports?  
Was the Performance Work Statement executed effectively by the contractor in a consistently high quality manner?

0      1      2      3      4      NA      DK

Did the contractor meet milestones, demonstrate reliability and responsiveness to technical directions, complete deliverables on time and adhere to contract schedules (including contract administration)?

0      1      2      3      4      NA      DK

Did the contractor perform within or below budget, use cost efficiencies, perform within estimated costs, submit reasonably priced change proposals, and provide timely, current, accurate and complete billing?

0      1      2      3      4      NA      DK

Was the contractor's Environment, Safety & Health program in compliance with contract requirements and protective of workers, public, and the environment?

0      1      2      3      4      NA      DK

Was the contractor effective in subcontract management?

0      1      2      3      4      NA      DK

Did the contractor provide an effective and efficient transition from the previous contractor?

0      1      2      3      4      NA      DK

Did the contractor effectively manage regulatory compliance programs and regulatory interfaces?

0      1      2      3      4      NA      DK

Did the contractor develop and implement an effective quality assurance program?

0      1      2      3      4      NA      DK

Did the contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility, and being responsive?

0      1      2      3      4      NA      DK



**ATTACHMENT L-5 -- Continued**

Did the contractor resolve problems encountered on the contract and implement corrective actions in a timely manner?

0      1      2      3      4      NA      DK

Were you as the customer sufficiently satisfied with the overall performance of this contractor, that you would hire this Company again?

\_\_\_\_\_Yes \_\_\_\_\_No

Remarks:

Your company name or organization and address:

Name/Telephone number/Title of person completing the questionnaire:

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****ATTACHMENT L-6 – LIST OF TERMINATED CONTRACTS (TERMINATED FOR DEFAULT)**

<b><u>Client Name</u></b>	<b><u>Contract #</u></b>	<b><u>Client Point of Contact (POC)</u></b>	<b><u>POC Contact Info (address, phone, e-mail)</u></b>	<b><u>Performance Period</u></b>
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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**  
**ATTACHMENT L-7 – SUMMARY OF COST WORKSHEETS**

The Offeror shall format and present cost and fee information by completing the required cost templates in this Attachment and the attached Excel cost spreadsheets.

**Attachment L-7**

**SUMMARY OF COST WORKSHEETS**

<b>Total Proposed Price</b>	<b>Fiscal Year</b>					<b>Total</b>
	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
1.1 Groundwater Environmental Actions						
1.2 Material Disposition						
1.3 Facilities Disposition						
1.4 Soils Operable Unit						
1.5 Surface Water Operable Unit						
1.6 Waste Disposition Options Project						
1.7 Polychlorinated Biphenyl Activities						
1.8 Environmental Monitoring and Reporting						
1.9 Burial Grounds Operable Unit						
1.10 Project Support						

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**  
**ATTACHMENT L-8 – DIRECT LABOR HOURS WORKSHEET**

PWS	Attachment L-8	WBS	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total
	DIRECT LABOR HOURS WORKSHEET							
1.1	Groundwater Environmental Actions							
1.1.1	C-400 Source Remediation							
1.1.2	Southwest Plume Sources Remediation							
1.1.3	Dissolved Phase Plumes Remediation							
1.2	Material Disposition							
C.1.3	Facilities Disposition							
1.3.1	D&D of the C-410/420 Complex							
1.3.2	D&D of Inactive Facilities							
1.3.3	D&D of the C-340 Complex							
1.3.4	Surveillance and Maintenance of DOE Facilities							
1.3.5	Preparation for Transition to GDP D&D							
1.4	Soils Operable Unit							
1.4.1	Sitewide Remedial Action (and Removal Action, if necessary)							
1.4.2	Soils Inactive Facilities							
1.4.3	Soil Piles/Rubble Areas							
1.5	Surface Water Operable Unit							
1.5.1	Removal Action for Selected Effluent Ditches and Storm Sewers (On-Site)							
1.5.2	Remedial Action for All Effluent Ditches and Site Creeks (Off-Site)							
1.6	Waste Disposition Options Project							

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1.7	Polychlorinated Biphenyl Activities							
1.8	Environmental Monitoring and Reporting							
1.9	Burial Grounds Operable Unit (BGOU)							
1.10	Project Support							

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**  
**ATTACHMENT L-9 – WASTE QUANTITIES AND COST WORKSHEET**

PWS	Attachment L-9							
	Waste Quantities Table (cubic feet)							
		WBS	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total
1.1	Groundwater Environmental Actions							
1.1.1	C-400 Source Remediation							
	LLW							
	MLLW							
	RH-TRU							
	CH-TRU							
	Hazardous							
	Industrial							
1.1.2	Southwest Plume Sources Remediation							
	LLW							
	MLLW							
	RH-TRU							
	CH-TRU							
	Hazardous							
	Industrial							
1.1.3	Dissolved Phase Plumes Remediation							
	LLW							
	MLLW							
	RH-TRU							
	CH-TRU							
	Hazardous							
	Industrial							

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1.2	Material Disposition								
	Stored Waste								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.3	Facilities Disposition								
1.3.1	D&D of the C-410/420 Complex								
	Stored Waste								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.3.2	D&D of Inactive Facilities								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.3.3	D&D of the C-340 Complex								
	LLW								
	MLLW								
	RH-TRU								

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	CH-TRU								
	Hazardous								
	Industrial								
1.3.4	Surveillance and Maintenance of DOE Facilities								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.3.5	Preparation for Transition to GDP D&D								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.4	Soils Operable Unit								
1.4.1	Sitewide Remedial Action (and Removal Action, if necessary)								
	LLW								
	MLLW								
	RH-TRU								
	CH-TRU								
	Hazardous								
	Industrial								
1.4.2	Soils Inactive Facilities								
	LLW								
	MLLW								



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		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.4.3		Soil Piles/Rubble Areas							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.5		Surface Water Operable Unit							
1.5.1		Removal Action for Selected Effluent Ditches and Storm Sewers (On-Site)							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.5.2		Remedial Action for All Effluent Ditches and Site Creeks (Off-Site)							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.6		Waste Disposition Options Project							
		LLW							
		MLLW							

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		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.7		Polychlorinated Biphenyl Activities							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.8		Environmental Monitoring and Reporting							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.9		Burial Grounds Operable Unit (BGOU)							
		LLW							
		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							
1.10		Project Support							
		LLW							

		MLLW							
		RH-TRU							
		CH-TRU							
		Hazardous							
		Industrial							

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS  
ATTACHMENT L-10 – PERFORMANCE GUARANTEE AGREEMENT**

**Performance Guarantee Agreement**

For value received (from Name of Contractor), and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-\_\_\_\_\_, \_\_\_\_\_ which resulted from Solicitation \_\_\_\_\_ for the \_\_\_\_\_ (Contract dated, \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract resulting from Solicitation \_\_\_\_\_. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on this \_\_\_\_ day of \_\_\_\_\_ 2006.

NAME OF CORPORATION: \_\_\_\_\_

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR:

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ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF  
GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

By \_\_\_\_\_ Seal